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October 13, 2019

VIA ECF

Hon. Valerie E. Caproni, USDJ
United States District Court
Southern District of New York
Thurgood Marshall United States Courthouse
40 Foley Square
New York, NY 10007

Re: Willis Re Inc. v. Littell & Lockton Re, 19-cv-09087 (VEC)

Dear Judge Caproni:

My firm represents Plaintiff Willis Re in the above entitled action. Plaintiff respectfully submits that this case should not have been dismissed with prejudice today. Plaintiff respectfully submits that good cause exists for the Court to re-open this case until a final written settlement agreement has been executed by all parties, which will be accomplished within the next thirty days, and Defendants advise that they do not object. Had Plaintiff known that the Court, in response to the November 12, 2019 joint status letter by the parties, would dismiss the case with prejudice, Plaintiff would have advised the Court in the letter of the following. On October 9, 2019, this Court issued a Consent Order for Preliminary Injunction, and the parties agreed that the Consent Order for Preliminary Injunction would remain in full force and effect until the final written settlement agreement was executed by all parties. That is because the parties have agreed to, among other things, a Permanent Injunction, to be "So Ordered" by the Court, for a two-year period (to expire in September 2021). While the parties have agreed to this and other provisions, the agreement is not finalized and is not effective until it is finalized in writing, executed by all parties, and "So Ordered" by the Court, all of which has not transpired yet.

Thank you for your continued attention to this matter.

Respectfully,

WHITE AND WILLIAMS LLP



Scott H. Casher, Esq.

cc: All Counsel via ECF